

EXHIBIT

A:

**MICHAEL
QUINN'S
DEPOSITION
EXCERPTS
11/10/2003**

IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

Q&R ASSOCIATES, INC.,
Plaintiff,
vs.
UNIFI TECHNICAL FABRICS, LLC,
ET AL.,
Defendants.

CONFIDENTIAL
CASE NO. C-1-01-641
VOLUME I

Deposition of MICHAEL QUINN, a witness herein,
taken by the Defendants as upon cross-examination
pursuant to agreement of counsel and stipulations
hereinafter set forth, at the offices of Keating,
Muething & Klekamp, PLL, 1400 Provident Tower, One
East Fourth Street, Cincinnati, Ohio at 9:37 a.m., on
Monday, November 10, 2003, before Heidi L. Constable,
RPR, RMR, a Notary Public within and for the State of
Ohio.

Cin-Tel Corporation
813 Broadway
Cincinnati, Ohio 45202
(513) 621-7723

1 Q. When did you first hear that Avgol was
2 talking to UTF about buying UTF's plant?

3 A. There were rumors in the marketplace
4 in late 2000, early 2001.

5 Q. And in particular who was saying that?

6 A. I can't remember.

7 Q. Was it John Cleaver?

8 A. No, I don't think so, no.

9 Q. Did you discuss these rumors with Mr.
10 Ranz?

11 A. Yes.

12 Q. And did you try to follow up or
13 investigate the rumors?

14 A. The only follow-up was we asked Mr.
15 Mebane were these, you know, were true, and he
16 responded no.

17 Q. Well, didn't he respond that he had a
18 confidentiality agreement and couldn't talk about it?

19 A. He did respond, but he also said, no,
20 that the rumors are not true.

21 Q. But he said he had a confidentiality
22 or there was some sort of confidentiality agreement
23 with Avgol?

24 A. He did -- yes, he did say that.

1 being sold, and if UTF was sold, especially to Avgol,
2 that we would be protected, that there was a
3 commitment being made to Q&R Associates.

4 Q. What did Mr. Mebane say?

5 A. He said he would have to talk to
6 in-house counsel.

7 Q. So it would be true that when you and
8 Mr. Ranz left that meeting with Mr. Mebane there was
9 no agreement on a commitment to Q&R if the assets
10 were sold to Avgol?

11 A. There was -- when we left, we stood
12 up, shook hands, and left knowing that there was an
13 agreement that we were going to go out and begin
14 selling.

15 Q. Wait. There was no agreement for
16 there to be a commitment to Q&R if UTF was sold to
17 Avgol, was there?

18 A. When I -- when I left, I left with the
19 impression that there was a commitment made to Q&R
20 that we would be taken care of.

21 Q. Just a minute. I'm not talking about
22 impressions. I'm talking about -- I'm trying to
23 focus on exactly what Mr. Mebane said. Mr. Mebane
24 said he would have to talk to in-house counsel before

1 making such a commitment, did he not?

2 A. He said there would be a commitment
3 made to Q&R.

4 Q. Did he say he would have to talk to
5 in-house counsel before making a commitment or did he
6 say there was a commitment made to Q&R?

7 A. I'm sorry.

8 MR. PACKARD: Let him finish.

9 BY MR. MCGAVRAN:

10 Q. I'm trying to find out what he said.

11 A. He said there will be a commitment
12 made to Q&R. He didn't say what the commitment was.

13 Q. He didn't say what the commitment was,
14 but he said he would have to talk to in-house counsel
15 about what that commitment would be?

16 A. Right. I requested a dollar amount.

17 Q. And he said he couldn't?

18 A. He said we'll have to get the
19 attorneys involved and I said okay.

20 Q. Was anything else said about a
21 commitment to Q&R if the company was sold to Avgol?

22 A. Just that -- again, he reiterated it's
23 not going to happen, it's not going to be sold.

24 Q. Did Mr. Ranz say anything about a